Inspired Pursuits, LLC
6300 Enterprise Ln
Madison, WI 53719
info@inspiredpursuitsllc.com
608-217-3712

June 10, 2024

Mr. Stephen E. Kabakoff
Miller & Martin, PLLC
1180 W. Peachtree St., NW, Ste 2100
Atlanta, GA 30309-7706

Via Email at stephen.kabakoff@millermartin.com and Deloris.Lanus@millermartin.com

Dear Stephen:

Thank you for each piece of correspondence since your original May 23, 2024 letter to Qualtim, Inc. (Qualtim). As I am sure you are aware by now, I am one of the members and managers of the following company:

OPERATING AGREEMENT OF
INSPIRED PURSUITS, LLC

The undersigned is the Member-Managed Inspired Pursuits, a limited liability company (the "Company") formed under the laws of the State of Wisconsin. The undersigned hereby adopts the following Operating Agreement and does hereby certify and agree as follows:

I. NAME

SECTION 1. The name of the Company is Inspired Pursuits, LLC. The business of the Company may be conducted under such trade or fictitious names as the Managers may determine.

II. OFFICES; REGISTERED AGENT

SECTION 1. The principal office of the Company is located at 6300 Enterprise Ln., Madison, Wisconsin 53719. The Company may have other offices, inside or outside the state of Wisconsin, as the Managers may designate.

SECTION 2. The registered office of the Company in the state of Wisconsin is located at 6300 Enterprise Ln., Madison, Wisconsin 53719. The registered agent of the Company for service of process at that address is Suzanne Grundahl.

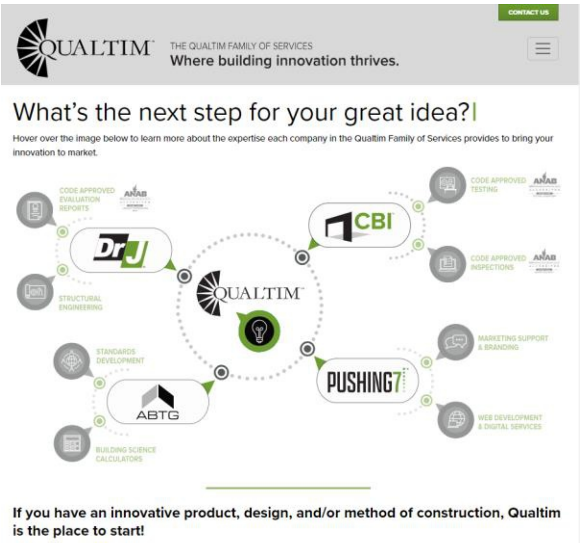
IV. MEMBERS

SECTION 1. The name of the initial Members, their capital contributions, and percentage interest are as follows:

Daniel N. Holland		50%
Suzanne Grundahl		25%
Kirk Grundahl		25%

SECTION 2. Additional Members may be admitted upon the consent of all Members.

I am also one of the owners and managers of the following companies:


CONTACT US
QUALTIM
THE QUALTIM FAMILY OF SERVICES
Where building innovation thrives.
What's the next step for your great idea?
Hover over the image below to learn more about the expertise each company in the Qualtim Family of Services provides to bring your innovation to market.
CODE APPROVED EVALUATION REPORTS
ANAB
STRUCTURAL ENGINEERING
DrJ
CBI
CODE APPROVED TESTING
CODE APPROVED INSPECTIONS
QUALTIM
STANDARDS DEVELOPMENT
ABTG
BUILDING SCIENCE CALCULATORS
PUSHING7
MARKETING SUPPORT & BRANDING
WEB DEVELOPMENT & DIGITAL SERVICES
If you have an innovative product, design, and/or method of construction, Qualtim is the place to start!

I am fully familiar with the vision, mission, goals and objectives of each of the companies I own and operate, which is a very important fiduciary responsibility. We find ourselves in a situation where the issues before us and how they will be

EXHIBIT H

managed, and potentially prosecuted, are now completely dependent upon the counsel that you provide to your client, and the acceptance of, hopefully, wise counsel. I am hopeful, yet remain heartbroken and cautious.

To date, I have not engaged legal counsel on behalf of Inspired Pursuits, LLC (IP-LLC) as we have not yet crossed the Rubicon with respect to my patience and management of issues present. I can assure you, however, that I will, with total focus and dedication, ensure that the best interests of IP-LLC are fully realized, in parallel with the best interests of all other companies I manage.

Having worked closely with the legal professional since 1983, I have often seen attorneys intensify disputes and create further disputes to keep generating billable hours. I do not know you, but we are soon to learn more about you and if your interest is money through escalation or the wise counsel of resolving issues based on facts derived from current direct evidence. My sincere hope is that I find another honest and ethical person. The best and final resolution is obvious.

The issue management before us is not all that complicated. As I have said repeatedly in all communications so far, Dan, Suzi, and I approached our work as 50/50 partners since 2004 when he and I determined it was in Clearspan Components, Inc.'s (CCI) best interest to do business completely independently from the structural component (SC) industry supplier oligopoly. CCI is very different from all other SC manufacturers, who are completely dependent on the "golden handcuff" tools that include but are not limited to; SC engineering/software, SC business management/software and SC manufacturing equipment/software, truss plates, connectors, etc.

Here is the oxymoron that needs to be addressed, and which makes no common sense:

1. If I need to hire an attorney to represent the best interests of IP-LLC to serve the full extent of its best interests and potential business value, Dan Holland's family will be paying 50% of the legal charges out of whatever IP-LLC cost will assuredly be derived from that prosecution path.
2. Kirk and Suzi will each be paying 25% of the legal costs from the proceeds of any prosecution, where the mission of the litigation will be to extract as much value as is fair to extract on behalf of IP-LLC and any of our other businesses that may be affected by your client's unilateral decisions that have been and are continuing to be made.
    a. This will be based upon all the intellectual property and trade secret value that can be demonstrated to have been placed into IP-LLC since 2004, for which there is direct evidence that only Suzi and I are currently privy to.
    b. This process will likely lead to establishing an assessment of all the value that "could" be obtained if IP-LLC was to attain its best-case value into the future, which would be a "comparative value" valuation and a very interesting process to work through.
    c. In addition, we will provide the needed counsel to DrJ Engineering, LLC (DrJ) and Center for Building Innovation (CBI) so that those businesses can assess and determine defamation and lost future business revenue damages that may be present.
3. Dan Holland's family will also be paying 100% of their legal fees to take action against Dan Holland's 50% interest in IP-LLC.
    a. The end-result of this is that Dan Holland's family pays for legal fees for and against itself.
    b. This is an interesting conflict and amazing.
4. The presumption and calculus, on your client's part, must be that Paragon Component Systems, LLC (a Dan Holland-owned company, "Paragon") is the center of the family's business universe. In addition that DrJ needs Paragon more than CCI needs DrJ and all of its engineering knowledge, sealed Truss Design Drawings, sealed Truss Repair Drawings, sealed Truss Placement Diagrams, sealed wall component engineering, intellectual property and trade secrets.

DrJ ENGINEERING

5. I'd ask this simple question, if DrJ owns the copyright of all the engineering knowledge, intellectual property and trade secrets that it has used to generate all of its structural engineering analysis and perform this work on behalf of CCI since 2009, what happens to CCI if DrJ decides to no longer transact business with CCI? What happens to CCI if all other business IP and TS legal options available are taken as well?
6. Another important question is, what companies have been paying the majority, if not all, of Paragon's costs to do its business?
    a. CCI, DrJ, G2 Connect and _____?
7. On the other hand, the vast majority of the revenue generated by DrJ, CBI, Applied Building Technology Group (ABTG), Pushing7 and Qualtim, Inc. is not tied to CCI nor Paragon.

8. In contrast to the apparent point of view of your client, many positive personal and financial outcomes can accrue to Paragon if DrJ and CCI use the assets of IP-LLC, with the passion and drive that IP-LLC has for this mission, in the manner that has always been intended by Dan and me.

The flashing red-light question before everyone is:

> Why would Dan Holland take action that would do harm to his ownership of his two other companies, CCI and Paragon, when the assets, knowledge and passion that Suzi, Kirk and Dan had placed into IP-LLC were intended to add far greater value to CCI and Paragon, and the only way to create this value was through the deployment of a collective team that had total independence, expert management skills, engineering expertise, manufacturing expertise, and the exclusive ability to implement that value?

All actions, by your client and anyone else for that matter, that are contrary to this vision and mission do not make sense.

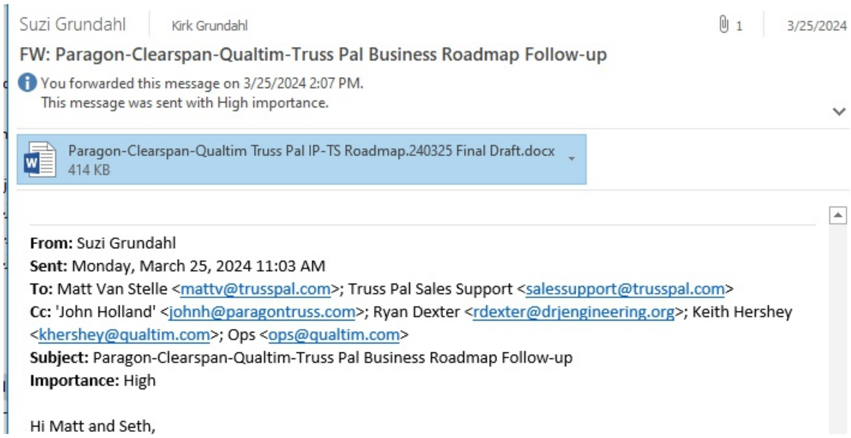
What I have said, and what will remain true, include but are not limited to the following items:

1. The stipulations I have made that are reiterated in Appendix A.
2. The demands made and actions to be taken as reiterated in Appendix B.
3. The demands made and actions to be taken as reiterated in Appendix C.
4. The demands made and actions to be taken as reiterated in Appendix D.
5. The demands made and actions to be taken as reiterated in Appendix E.

As you are also well aware, once a client misrepresents material facts to gain an individual and personal advantage with respect to one item, that action is very challenging to recover from, unless direct evidence can be provided to ensure that the representation can be rehabilitated.[1] Two such items exist as follows:

1. The first item that has been misrepresented is the use of Qualtim's, Monday March 25, 2024 11:03 email communication to Paragon/Truss Pal staff as depicted below. Your client states; "……We are in receipt of a memorandum dated March 22, 2024, entitled "Confidential Intellectual Property (IP) and/or Trade Secrets (TS), that Paragon received from Qualtim (the "Memorandum"). We have carefully reviewed the Memorandum and its misplaced assertions of joint ownership relating to Paragon's proprietary truss-design software ("Paragon Truss Software ")….."

   The Qualtim memo was strictly about implementing the Paragon-Clearspan-Qualtim-Truss Pal Business Roadmap or simply working through a business model that could work for Truss Pal, nothing more and nothing less. To the extent that other topics were covered in the memo, the reason for this was for explanation and the foundation for why the Truss Pal business model needed to be structured in the manner that was being explained.



Suzi Grundahl | Kirk Grundahl | 1 | 3/25/2024

FW: Paragon-Clearspan-Qualtim-Truss Pal Business Roadmap Follow-up

You forwarded this message on 3/25/2024 2:07 PM.
This message was sent with High importance.

Paragon-Clearspan-Qualtim Truss Pal IP-TS Roadmap.240325 Final Draft.docx
414 KB

From: Suzi Grundahl
Sent: Monday, March 25, 2024 11:03 AM
To: Matt Van Stelle <mattv@trusspal.com>; Truss Pal Sales Support <salessupport@trusspal.com>
Cc: 'John Holland' <johnh@paragontruss.com>; Ryan Dexter <rdexter@drjengineering.org>; Keith Hershey <khershey@qualtim.com>; Ops <ops@qualtim.com>
Subject: Paragon-Clearspan-Qualtim-Truss Pal Business Roadmap Follow-up
Importance: High

Hi Matt and Seth,

QUALTIM

6300 Enterprise Lane | Madison, WI 53719 | 608-271-1176 | qualtim.com

Confidential Paragon/CCI Market Research, IP/TS, Engineering & Business Regulations Roadmap
Truss Pal Project
March 22, 2024

Confidential Intellectual Property (IP) and/or Trade Secrets (TS)[1,2,3]

Activity: **Paragon/CCI/Qualtim – Truss Pal Market Research, IP/TS, Engineering & Business Regulations**

Paragon/CCI/Qualtim Development Staff

Paragon/CCI	Building & Specialty Eng	Certification & Eng.	Testing & Insp.	Operations Mgmt	Strategic Support
Matt Van Stelle	Dan Hawk, Bldg Eng. Mgr.	Larry Wainright, Cert. Mgr.	Dave Borud, CBI Mgr.	Briana Staszak, OM Mgr.	Keith Hershey, GM
Seth Duncan	Ryan Dexter, Eng. Mgr.	Ryan Dexter, Eng. Eval.	Keith Hershey, GM	Jill Zimmerman, OM Mgr.	Kirk Grundahl, Project Mgr.
Michael Pitts	Jake Zylka, Eng. Mgr.	John Fredrick, Sales Mgr		Suzi Grundahl, OM Mgr.	
John Holland	John Fredrick, Sales Mgr	Keith Hershey, GM			
James Holland	Larry Wainright, Eval. Mgr.				
Rob Eason					

Summary of Key Business and Engineering Concepts

1. Truss Pal is defined as a market research initiative.
2. The Truss Pal business model has the following business attributes:
    a. It undertakes market research using generic truss design software.
    b. Truss Pal is a marketing company (e.g., LLC, DBA, etc.) whose scope of work is to ascertain if there is value selling generic truss design software for truss design, truss repairs, truss retrofit, truss loading questions, truss placement diagrams, etc.
3. Any type of applied loading to trusses and design of truss resistance to any applied load is, by definition, a structural engineering activity.
4. Please review "Professional Engineering Law Requirements for All Engineering Related Work" below for key legal aspects of engineering and business concepts.

MILLER & MARTIN PLLC

1180 W. Peachtree Street, NW
Suite 2100
Atlanta, GA 30309-7706
404-962-6100
Fax 404-962-6300

STEPHEN E. KABAKOFF
Direct Dial 404-962-6494
Direct Fax 404-962-6300
stephen.kabakoff@millermartin.com

May 23, 2024

VIA FEDEX AND EMAIL

Mr. Kirk Grundahl
President and Owner
Qualtim, Inc.
6300 Enterprise Lane
Madison, WI 53719

RE: Paragon's Sole and Exclusive Ownership of Its Proprietary Truss Design Software and All Intellectual Property Rights Therein

Dear Mr. Grundahl:

Our firm represents Paragon Component Systems, LLC ("Paragon"). We are in receipt of a memorandum dated March 22, 2024, entitled "Confidential Intellectual Property (IP) and/or Trade Secrets (TS)," that Paragon received from Qualtim (the "Memorandum"). This letter responds to the Memorandum on behalf of Paragon. We have carefully reviewed the Memorandum and its misplaced assertions of joint ownership relating to Paragon's proprietary truss-design software ("Paragon Truss Software"). In this response, we explain why, under governing intellectual property laws, Paragon is the sole and exclusive owner of all intellectual property rights in and to its Paragon Truss Software. We assume this letter fully resolves this issue so the parties may continue working productively together moving forward.

2. In the same vein as misrepresentation #1, a much more egregious item follows:

> Paragon engaged Qualtim's engineering consulting services to verify the accuracy of Paragon's software by testing whether the software generated the correct truss-design outputs for a given set of inputs to the mathematical equations. Qualtim also proposed values of certain parameters for use in the set of mathematical equations in the Paragon Truss Software. Paragon paid Qualtim over $500,000 for these consulting services. However, neither Qualtim's services of proposing default input parameters to use with the software's mathematical equations or verifying that the equations, as implemented in the Paragon Truss Software, generated accurate outputs, constitutes any form of intellectual property in or to the software itself. That is, Qualtim's engineering consulting services did not create any copyright, trademark, trade secret, or patent rights in the proprietary software that Paragon alone designed, wrote, developed, and refined.

There is no direct evidence that Qualtim was trying to assert "joint ownership relating to Paragon's proprietary truss-design software ("Paragon Truss Software") nor, in particular, that "Paragon paid Qualtim over $500,000 for these consulting services."

This clearly has led your client to take actions to defame Qualtim/DrJ where that defamation, at the least, includes, but likely is not limited to Paragon staff (please review Appendix B). This, however, is a Qualtim/DrJ issue to tend to, not an IP-LLC issue. Therefore, this will be tended to with total focus and dedication in separate action, should wise counsel, as stated above, not prevail.

The key point of the foregoing is that if your client has no direct evidence of an assertion made through his legal counsel, and brazenly asserts a misrepresentation, where the misrepresentation can easily be proven with direct evidence, what other misrepresentations have been told and will continue to be told to advance your client's individual and personal interests.

As one of the members and managers of IP-LLC, who, since 2004, has been working with Dan Holland on the implementation of our united strategic plan, all the information provided to you in the past was and is intimately understood by each member and manager of IP-LLC. Your client was never part of any of the IP-LLC member/manager discussions and manager meetings that generally happened weekly and more frequently as needed.

Given all of this, if I have to hire legal counsel on behalf of IP-LLC, please know that this will be a very bad day for CCI, Paragon, Dan's family and your client individually as nothing good can come from this occurrence for your client, who is directly responsible for everything that has taken place since prior to and post your May 23, 2024 letter. In addition, all the facts surrounding every negative action taken by your client, with direct evidence substantiation, at the time of our choosing, will be transparently known to everyone ever associated with your client, now, and into the future.

Finally, it is my sincere hope that IP-LLC, along with the expertise of CCI and DrJ, can get back to focusing on the epic success, which Suzi and I personally know is available to each company. This is best realized when Paragon stays in its lane and is totally focused upon its role of supporting this team's success. This success cannot be achieved if the significant damage to all past very positive relationships continues.

Please let me know, as soon as reasonably possible, and certainly, this decision does not need to take any longer than end of business on Tuesday June 11, 2024, if your client is going to continue to be an adversary to the success of IP-LLC. On the other hand, in the very positive alternative, if your client is going to take the positive action of being in the business of having a servant's heart toward realizing the best interests of CCI and IP-LLC. I sincerely hope it is the latter.

Respectfully,

Kirk Grundahl
Manager
608-217-3713

PS Please note that nothing contained in this letter, nor any act or omission to act by IP-LLC is intended or should be deemed a waiver or modification of any rights or remedies that IP-LLC may have at law or in equity, and all such rights are expressly reserved.

Appendix A

I'll do my best to provide clarity with respect to known facts pursuant to all past communication, your current email, and all future communication regarding this subject in as concise a list as possible:

1. It can be stipulated that all intellectual property (IP), trade secrets (TS), and copyrights related to the creation of Paragon's math, data processing, and software are owned and managed by Dan Holland's company named Inspired Pursuits, LLC (IP-LLC).
    a. It can be stipulated that the facts known by Qualtim, Inc. (Qualtim), Center for Building Innovation, LLC (CBI) and DrJ Engineering, LLC (DrJ) with respect to IP, TS, and copyrights of all organizations involved are and will be congruent and consistent with the knowledge of the ownership of Dan Holland's company, IP-LLC.
2. It can be stipulated that all testing performed by CBI, which was utilized to create intellectual property (IP), trade secrets (TS), and copyrights related to the creation of Paragon's math, data processing, and software are owned and managed by Dan Holland's company named IP-LLC.
3. It can be stipulated that all test data calibrations of math, all engineering performed by DrJ, and all related DrJ intellectual property (IP), trade secrets (TS), and copyrights that were utilized to create Paragon's math, data processing, and software are owned and managed by Dan Holland's company named IP-LLC.
4. It can be stipulated that DrJ owns all of its IP, TS and the copyrights for all its professional engineering work that have utilized and will continue to use Paragon's math and data processing functions.
    a. Please review Appendix A.
    b. Paragon does not have any rights with respect to DrJ's structural building components engineering-related work as defined by the copyright depicted in the Appendix A Truss Design Drawing.
5. It can be stipulated that DrJ is the exclusive professional engineering company providing engineering services on behalf of Dan Holland's company named IP-LLC and Dan Holland's company named Clearspan Components, Inc. (CCI).
6. It can be stipulated that all IP, TS, and any related copyrights used by CCI and Paragon for the structural building component industry's manufacturing processes are owned and managed by Dan Holland's company named IP-LLC.
    a. It can be stipulated that CCI is defined as a Truss Manufacturer.
7. It can be stipulated that Paragon is not an engineering company.
    a. As such, it is imperative that Paragon and its affiliates stop violating professional engineering laws.
8. It can be stipulated that the law requires truth in advertising, and since Paragon is not an engineering company, selling engineering solutions is contrary to the law.

Appendix B

Given all the facts provided above, here are two possible paths forward, one healing ~~and one destructive:~~

Path #1

1. Restore the mission of creating the unique IP and TS, which is wholly owned by IP-LLC. This IP and TS was intended to accrue to the exclusive benefit of the sales of CCI's truss, wall panel, and component manufacturing business and DrJ's engineering business through Paragon's math and data processing skill set.
2. Restore the CCI-DrJ-Paragon team so that it realizes Dan and Kirk's passion for creating value by being the only independent engineered components business that can provide the most cost effective products through its unique IP and TS driven services. Exclusive IP and TS make generating profit to support business and staff growth easy.
3. Given the unilateral decision that resulted in the "John Holland-M&M" letter, and as a good faith team restoration action, by 5 pm CDT on May 29, Paragon shall:
    a. Restore all of DrJ's access to everything that Paragon has prevented DrJ from accessing, including but not limited to ~~all Paragon software functionality,~~ the Paragon Slack channel, action taken per the following emails, etc.

Matt Van Stelle <mattv@paragontruss.com> 0 Thu 5/23

Changes to your Paragon account

If there are problems with how this message is displayed, click here to view it in a web browser.

The DrJ organization has been downgraded to a sealing-only tier. The features you are used to using in Review and Markup should be unchanged. Also, you can still perform repairs for Paragon customers by downloading a DXF file for each component, manually adjusting the Truss Design Drawing in your CAD software, and exporting it to a PDF before uploading it to Markup.

You have also been downgraded to the standard support tier, so please send your support questions to help@paragontruss.com going forward.

Thank you,

PARAGON

Matt Van Stelle
Product Manager
Paragon Component Systems, LLC

From: Scotty Hoelsema <scotth@paragontruss.com>
Date: Friday, May 24 2024 at 10:42 AM CDT
Subject: Timesheet App Endpoint Update
To: Jay Edgar <jedgar@qualtim.com>
Cc: Paragon Support <help@paragontruss.com>

Hi Jay,

We are updating the endpoint you use for the timekeeping app. See the updated documentation for the new URL. This also fixes a bug where the jobStatus query parameter did not work.

Right now, both routes are live. Let me know when you have been able to switch over to the new route and I will remove the old one. Thanks!

PARAGON

Scotty Hoelsema
Technical Lead
Paragon Component Systems, LLC

b. Ensure that all Paragon work will be performed in a manner that is equal to or better than the work being performed prior to May 23rd.
    i. In other words, John's words or actions cannot have caused Qualtim to be viewed in a negative light, perceived or real.
    ii. Any negativity will harm Paragon, CCI and DrJ teamwork and seriously harm the ability of CCI, Qualtim, and IP-LLC to reach its full successful potential.
c. Cease to discuss or say anything about the Paragon, CCI, and/or DrJ relationship, unless authorized to do so by IP-LLC.
d. Solely focus Paragon's work on serving the best interest needs of CCI and DrJ.
    i. This, by IP and TS definition and unilateral actions taken, now needs under the exclusive direction of IP-LLC to ensure that best interests are served well.
    ii. This direction will be provided by IP-LLC in writing and/or through verbal communication as subsequently defined.
e. Take all actions necessary to protect and advance the best interests of IP-LLC, CCI, and Qualtim.
f. John will inform, in writing and/or verbally in a voice message or video, all the details with respect to any communication he has had with Paragon staff regarding the relationship with DrJ and/or Qualtim.
    i. Based upon obtaining a full and complete set of written, verbal, and recorded information, IP-LLC will take all action needed to serve the best interests of IP-LLC, DrJ, and Qualtim.
g. John will inform, in writing and/or verbally in a voice message or video, all the details with respect to any communication and/or agreements he has had with any other people (i.e., including but not limited to at the Virginia Tech short course, SBCA members, SBCA employees, etc.) regarding:
    i. The relationship between Paragon and DrJ,
    ii. Any business relationship with Paragon, in any form or manner, which has the potential to harm Qualtim, IP-LLC, and CCI.
        1. Based upon obtaining a full and complete set of written, verbal, and recorded information, IP-LLC will determine the strategic and tactical consequences of these communications and determine a path forward that is in IP-LLC, Qualtim and CCI's best interest.

h. The Truss Pal website content shall be preserved and a website address will be created to redirect folks to a new website that will be constructed under the direction of IP-LLC.

4. By 5 pm CDT on May 30, John and Paragon staff shall define, in writing and/or verbally in a voice message or video, how Paragon will deliver all IP-LLC IP and TS to IP-LLC in a manner that maintains its full and complete functionality as well as allows IP-LLC to evaluate, modify, and improve software in any manner of its own choosing. This includes but is not limited to:
   a. All math.
   b. All software executable code in unprotected form.
   c. All software design documentation.
   d. All work and documentation related to Paragon's utilization of DrJ engineering expertise.
   e. Any related IP and TS information and data that supports the creation of innovative truss design and truss manufacturing math and software.
   f. If any action is taken by John to not provide all Paragon work that maintains both current functionality and is fully supportive of future functionality and/or has the effect of causing harm with respect to future success of CCI, Qualtim, IP-LLC, and any IP/TS, John Holland will own all related liability.
5. If any part of items 3 or 4 above are not possible to do by May 29 and May 30, John shall so state in precise language why and provide a step-by-step plan of action to implement Path #1 and to protect the best interests of IP-LLC, Qualtim and CCI. This plan shall be communicated to Jill Zimmerman at ops@qualtim.com and Keith Hershey at khershey@qualtim.com

Appendix C

Actions to be taken by an Officer of the Court

As you know, in a manner similar to professional engineers, attorneys have legal and ethical obligations. Therefore, given our past professional requests, which have been completely ignored by your client, sincere consideration and action as appropriate should take place with respect to the following items:

1. Ensure your client understands and communicates to each Paragon staff member that Paragon is not an engineering company.
   a. In addition, each Paragon staff member shall understand and shall take all future action in conformance with all professional engineering laws.
2. If your client needs professional engineering assistance, your client or any of their staff need to contact IP-LLC to gain professional management direction as it relates to anything engineering-oriented, including but not limited to; professional engineering, truss design, Truss Design Drawings, Truss Placement Diagrams, truss design engineering, etc.
3. Ensure your client and each Paragon staff member fully understands the following words and concepts:
   a. Any person or business shall not:
      i. Practice engineering unless the person or business is licensed.
      ii. Use any drawings, specifications, plans, reports, documents, or software designs that were not under a professional engineer's responsible supervision, direction, or control.
      iii. Advertise engineering related goods or services in a manner that is fraudulent, false, deceptive, or misleading in form or content as it relates to any type of engineering.
      iv. Aid or abet the unlawful practice of engineering by any person or firm.
      v. Use facts, data, or information without consent of the owner of the intellectual property except as authorized or required by law.
      vi. Disclose confidential information concerning the business affairs or technical processes of any present or former client, employer, or business with whom they have a relationship.
   b. Engineers having knowledge of any alleged violation of this Code shall report to the appropriate professional bodies and/or public authorities and cooperate with the proper authorities in furnishing such information or assistance as may be required.
   c. As mentioned, DrJ Engineering, LLC (DrJ) has brought all pertinent information to the attention of your client.
      i. No action, that I am aware of, has been taken to ensure your client and/or Paragon staff are not acting in violation of engineering laws.

4. The same considerations and action requests can be made so that the Federal Trade Commission truth in advertising laws are not violated.

Since time is likely of the essence and this should not be a difficult activity, I presume that this can be accomplished by the Tuesday June 4, 2024 at 12:00 pm CDT. Once completed, please provide back to me, in writing, each of the specific actions your client has taken to ensure each Paragon staff member has been informed of this, and Paragon has a written agreement between each staff member and your client (i.e., email, Slack message, etc.) that they have read, understand and will fully comply.

Appendix D

The engineering topic is important to resolve quickly based upon the damage that has been and will continue to be done to confidential strategy and tactics.

As a professional engineer who owns and manages an appropriately organized and licensed engineering company, I will address the blue font item above as follows:

1. As stipulated previously, I know that Paragon/Truss Pal is not a licensed engineering business.
2. A couple of engineering questions that everyone needs to keep before us include, but also may not be limited to:
   a. Does Paragon/Truss Pal employ a professional engineer that is licensed in every state that it has:
      i. Provided public engineering-related advertising to?
      ii. Provided public engineering-related articles to?
      iii. Provided public engineering-related education to?
      iv. Implied, indirectly or directly, that it can transact engineering-related business?
   b. Can Paragon/Truss Pal demonstrate that it has the proper business of engineering licenses in every location that has seen any of its advertising and website?
   c. Has Paragon/Truss Pal clearly disclosed in all of its advertising and website, which exists in a universally public forum, that it is not an engineering company and cannot legally perform any engineering-related services?
3. Similar to an attorney being investigated by the "State Bar," if Paragon/Truss Pal were investigated by any of the professional engineering boards of each jurisdiction that has access to their website, ignorance of engineering law will not be a viable defense.
   a. To review and understand engineering regulations, here are two website locations to visit:
      i. https://www.nspe.org/resources/licensure/licensing-boards
      ii. https://ncees.org/about/member-licensing-board-directory/
   b. Engineering law for each state can be found easily.
      i. If your client has not undertaken the needed engineering law evaluation so that all actions your client has taken are assured to be in compliance with all engineering regulations, then there is a good amount of detailed investigation and analysis work yet to be performed by your client.
4. If this is not addressed, based on the concerns expressed previously and above, I have a professional engineering obligation to ask each professional engineering board to investigate Paragon/Truss Pal to determine if there are violations.
   a. "Engineers having knowledge of any alleged violation of engineering regulations shall report to the appropriate professional bodies and/or public authorities and cooperate with the proper authorities in furnishing such information or assistance as may be required."
5. Finally, Seth Duncan purports to have structural engineering expertise, as he provides "wood truss design and analysis information," and structural engineering counsel for a publication specifically read by structural engineers called STRUCTURE magazine. Please review Exhibit 1. If he does not have structural engineering expertise, this likely should be fully disclosed to the magazine editors so that they and Paragon/Truss Pal can undertake the necessary "duty to inform" the structural engineering community of any needed updates to the article and all truth in advertising disclosures.
   a. Please also let me know when that has been done as, again, professional engineering obligations have to always be taken very seriously.

Appendix E

I just, in the last 2-days, learned of recent actions, taken unilaterally by your client, which resulted in Exhibit D. I suspect that Dan Holland, as an owner of IP-LLC, Clearspan Components, Inc. (CCI) and Paragon, did NOT give his approval for Paragon to take this unilateral action, given:

1. The confidential nature of the intellectual property (IP) and trade secrets (TS) involved.
2. That the goal of all IP-LLC IP and TS is to be used to create a competitive advantage for CCI, over all CCI competitors.
3. That SBCA is made up of competitors to CCI, where this action promotes and is intended to provide IP-LLC IP and TS to CCI's direct competitors.
    a. As one of the managers with key IP-LLC strategic knowledge, this action came as a complete surprise to me, where tradition says there would be no surprises.
    b. Dan was in charge of and responsible for approving and directing all work by Paragon in concert with the current vison, mission and tactics of IP-LLC, which we discussed at least weekly, and often several times per week.
    c. As a manager of IP-LLC, I am completely unaware of any action your client took to have this unilateral action approved by Dan or IP-LLC.
4. That this highly public disclosure of IP-LLC's IP and TS does great harm to key CCI business tools that create competitive exclusivity, which will lead to greater CCI profits.
    a. Ironically, this directly harms Dan's family's best interests, as well.

Immediate retraction by Paragon from this competition is essential.

Furthermore, any Paragon interactions with SBCA, Virginia Tech, NCSEA and any other public forums, similar to these, should be immediately curtailed, particularly given your client's lack of understanding of the strategies that were and are being deployed to foster CCI, DrJ and IP-LLC sales success.

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[1] https://www.dictionary.com/browse/misrepresent --to represent incorrectly, improperly, or falsely; https://www.dictionary.com/browse/dishonest -- proceeding from or exhibiting lack of honesty; fraudulent; https://www.dictionary.com/browse/fraud -- deceit, trickery, sharp practice, or breach of confidence, perpetrated for profit or to gain some unfair or dishonest advantage.